



County of San Bernardino

F A S

STANDARD AGREEMENT

FOR COUNTY USE ONLY

REVENUE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dept. PHL	A	Agreement Number	
County Department Environmental Health Services			Dept. Orgn. EHS 93540		Contractor's License No.		
County Department Agreement Representative Connie McLaughlin			Telephone (909) 387-4542		Total Agreement Amount \$19,500		
Agreement Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date 05-13-03		Contract End Date 06-30-04		Original Amount	Contract Amount
Fund AAA	Dept. PHL	Organization 5400	Appr. 200	Obj/Rev Source 9425	GRC/PROJ/JOB No.	Amount \$19,500	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name Chemehuevi Indian Reservation			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount
			02/03	\$3,250			
			03/04	\$16,250			

THIS AGREEMENT is entered into in the State of California by and between the County of San Bernardino, Department of Public Health, hereinafter called the County, and

Name

Chemehuevi Indian Reservation

hereinafter called

Chemehuevi Indian Reservation

Address

PO Box 1976

Havas Lake, CA 92363

Phone

(760) 858-4219

Contact

Irene Anthony

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County Vector Control Program (SBCVCP) of the COUNTY is prepared to conduct vector monitoring and surveillance, and the CHEMEHUEVI INDIAN RESERVATION desires to benefit from such services at its location in San Bernardino County, California.

THEREFORE, it is agreed and covenanted by these parties as follows:

I. Services to be Provided:

The COUNTY shall, by and through its SBCVCP:

1. Provide enhanced vector control services within the CHEMEHUEVI INDIAN RESERVATION in San Bernardino County, California, to control mosquitoes and other vectors as detailed in Attachment A, ***Service Narrative and Budget***, hereby incorporated by reference.
2. The SBCVCP shall provide surveillance and apply appropriate control agents - chemical, biological or microbial and physical, to suppress infestations of mosquitoes and other vectors to prevent and control breeding in specific areas within the CHEMEHUEVI INDIAN RESERVATION.
3. Provide to the CHEMEHUEVI INDIAN RESERVATION annual reports for vector control services provided.
4. Invoice the CHEMEHUEVI INDIAN RESERVATION on a quarterly basis.
5. Designate a Project Manager, who shall serve as the primary contact person for matters relating to this Agreement.
6. The COUNTY is an independent contractor with respect to this Agreement. The COUNTY shall perform all the usual functions of an employer with respect to the COUNTY'S employees, including the provision of Workers' Compensation coverage as required.

II. Notice:

All notices, invoices, and payments shall be made in writing to the following:

CHEMEHUEVI INDIAN RESERVATION:

Joy Firguain
Fiscal Officer
Chemehuevi Indian Reservation
PO Box 1976
Havasupai Lake, CA 92363

SAN BERNARDINO COUNTY:

Department of Public Health
Division of Environmental Health Services
Vector Control Program
2355 East Fifth Street
San Bernardino, CA 92410

III. Compensation:

CHEMEHUEVI INDIAN RESERVATION shall:

1. Compensate the COUNTY for services and mileage under this Agreement at the rates set forth in County Code section 16.0213B, incorporated herein by reference. The rates in County Code section 16.0213B are subject to change during the performance of services under this Agreement by amendment of the County Code. The rates in effect at the time of performance of a particular service shall apply to that service. Attachment A provides a budget summary for the term of this contract.
2. The COUNTY shall be compensated the actual cost of equipment/supplies necessary to perform the services under this Agreement. The budget summaries for equipment/supplies, specified in Attachment A, are an estimation of the actual cost of the equipment/supplies and are subject to change should the cost of the equipment/supplies rise due to unforeseen changes in the financial market. The CHEMEHUEVI INDIAN RESERVATION shall be responsible for, and pay to the COUNTY, any additional cost beyond the budget summaries in Attachment A for equipment/supplies, that may result during the term of this Agreement.
3. The COUNTY shall submit quarterly invoices to the CHEMEHUEVI INDIAN RESERVATION for services performed. The CHEMEHUEVI INDIAN RESERVATION shall pay the invoiced amounts within thirty (30) days from the date of the invoice. The CHEMEHUEVI INDIAN RESERVATION shall be liable for interest on amounts unpaid within thirty (30) days, at the rate of 10% per annum.
4. CHEMEHUEVI INDIAN RESERVATION's total costs for services under this Agreement shall not exceed 110% of the amounts estimated in Attachment A, unless a revised estimate is approved by the parties as an amendment to this

Agreement, in which case CHEMEHUEVI INDIAN RESERVATION's total costs shall not exceed 110% of the total revised estimate.

5. Payment for services shall be by check or money order, payable to "County of San Bernardino", and shall be mailed or delivered to the address listed in Section II, "Notice," of this Agreement.

IV. Disputes:

The parties agree to attempt to resolve any disputes arising out of this Agreement informally and in good faith. Each party reserves the right to suspend work or terminate this Agreement in the event a dispute is not satisfactorily resolved.

V. Applicable Law:

Both COUNTY and CHEMEHUEVI INDIAN RESERVATION agree and acknowledge that this Agreement shall be construed and interpreted and enforced in accordance with the laws of the State of California.

VI. Waiver of Sovereign Immunity:

CHEMEHUEVI INDIAN RESERVATION expressly waives its sovereign immunity from a nonconsensual suit in state or federal court with respect to any claim or action that arises from this agreement and agrees that any and all claims and actions that arise out of this Agreement must be brought before the courts of the State of California.

VII. Venue:

The parties acknowledge that this Agreement was entered into in San Bernardino County, and that the jurisdiction and venue for any action or claim brought by any party to this Agreement will be the Superior/Municipal Court of the State of California, County of San Bernardino – Central District. All parties hereby waive any law or rule of court, which would allow them to request or demand a change of venue. If any third party brings any action or claim concerning this Agreement, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior/Municipal Court of the State of California, County San Bernardino – Central District.

VIII. Amendments:

All amendments to this Agreement, including its exhibits, shall be in writing and signed by the authorized representative(s) of the CHEMEHUEVI INDIAN RESERVATION and the Board of Supervisors for the COUNTY.

IX. Jury Trial Waiver:

The CHEMEHUEVI INDIAN RESERVATION and the COUNTY hereby waive their respective right to trial by jury and agree to accept trial by judge alone for any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either the CHEMEHUEVI INDIAN RESERVATION against the COUNTY or the COUNTY against the CHEMEHUEVI INDIAN RESERVATION on any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of the CHEMEHUEVI INDIAN RESERVATION and the COUNTY, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

X. Attorneys' Fees and Costs:

In any legal action to enforce or declare any party's rights hereunder, each party, including the prevailing party, shall bear its own costs and attorneys' fees. This Section shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under the indemnification requirement of this Agreement.

XI. Indemnification:

CHEMEHUEVI INDIAN RESERVATION agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this Agreement.

COUNTY agrees to indemnify and hold harmless the CHEMEHUEVI INDIAN RESERVATION, its officers, employees, agents, volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the COUNTY's negligent acts or omissions which arise from the COUNTY's performance of its obligations under this Agreement.

In the event, the COUNTY and/or the CHEMEHUEVI INDIAN RESERVATION is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or CHEMEHUEVI INDIAN RESERVATION shall indemnify the other to the extent of its comparative fault.

Furthermore, if the COUNTY or CHEMEHUEVI INDIAN RESERVATION attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the COUNTY or CHEMEHUEVI INDIAN RESERVATION agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

XII. Insurance:

Without in anyway affecting the indemnity herein provided and in addition thereto, the COUNTY is a self-insured public entity. As such, COUNTY shall maintain throughout the term of this Agreement, its standard self-insurance general liability policy.

CHEMEHUEVI INDIAN RESERVATION shall secure and maintain throughout the Contract the following types of insurance with minimum limits as shown:

Worker's Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in amount or form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CHEMEHUEVI INDIAN RESERVATION and all risks to such persons under this Agreement.

If CHEMEHUEVI INDIAN RESERVATION has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the COUNTY's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, CHEMEHUEVI INDIAN RESERVATION shall require the carriers of the above required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

Proof of Coverage - CHEMEHUEVI INDIAN RESERVATION shall immediately furnish certificates of insurance to the COUNTY Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CHEMEHUEVI INDIAN RESERVATION shall maintain such insurance from the time CHEMEHUEVI INDIAN RESERVATION commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the CHEMEHUEVI INDIAN RESERVATION shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CHEMEHUEVI INDIAN RESERVATION agrees to execute any such amendment within thirty (30) days of receipt.

XIII. Termination:

The COUNTY or the CHEMEHUEVI INDIAN RESERVATION may terminate this Agreement immediately should either the COUNTY or the CHEMEHUEVI INDIAN RESERVATION fail to comply with any of the provisions, covenants, requirements or conditions of this Agreement after being informed of the noncompliance in writing and afforded a reasonable period of time within which to cure the breach.

In addition, the COUNTY or the CHEMEHUEVI INDIAN RESERVATION may terminate this Agreement without cause by serving a written notice on the other party thirty (30) days in advance of termination. The San Bernardino County Board of Supervisors is authorized to exercise the COUNTY's rights with respect to any termination of this Agreement.

In the event of termination, the COUNTY shall be entitled to receive from CHEMEHUEVI INDIAN RESERVATION payment for services rendered through the date of termination.

XIV. Term:

1. This Agreement is effective upon the date that it is approved and signed by both parties through June 30, 2004, but may be terminated earlier in accordance with provisions of Section XIII, of the Agreement.
2. Termination notices to the COUNTY, pursuant to Section XIII of this Agreement, shall be sent to the Public Health Programs Administrator at the following address:

James A. Felten, Public Health Programs Administrator
Department of Public Health/Administration
351 North Mountain View Avenue
San Bernardino, CA 92415-0010

3. Termination notice to the CHEMEHUEVI INDIAN RESERVATION, pursuant to Section XIII of this Agreement, shall be sent to the CHEMEHUEVI INDIAN RESERVATION at the following address:

Joy Firquain
Fiscal Officer
Chemehuevi Indian Reservation
PO Box 92363
Havasupai Lake, CA 92363

XV. Change of Address:

The CHEMEHUEVI INDIAN RESERVATION shall notify the COUNTY in writing of any change in mailing address within ten (10) business days of the change.

XVI. Agreement Assignability:

This Agreement is not assignable by the CHEMEHUEVI INDIAN RESERVATION either in whole or in part, without the prior written consent of the COUNTY.

XVII. Improper Consideration:

///
///
///
///
///
///
///
///
///
///
///

3. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed to by the Clerk thereof, and the CHEMEHUEVI INDIAN RESERVATION has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

CHEMEHUEVI INDIAN RESERVATION

(Print or type name of Corporation, Company, Contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Edward D Smith
(Print or type name of person signing Agreement)

Title Tribal Chairman
(Print or Type)

Dated _____

Address: PO Box 1976

Havasu Lake, CA 92363

Approved as to Legal Form

Reviewed by Agreement Compliance

Presented to BOS for Signature

►

►

►

Scott Runyan, Deputy County Counsel

Date _____

Lori Ciabattini, HSS Contract Administration

Date _____

Department Head

Date _____

***Auditor/Controller-Recorder
Use Only***

<input type="checkbox"/> Contract Database <input type="checkbox"/> FAS	
Input Date	Keyed By